

**SUPPLEMENTARY DECLARATION
SUNSET TRAILS DEVELOPMENT
TO ARDMORE, OKLAHOMA**

TABLE OF CONTENTS

Article I – Definitions..... 1

Article II – Property Subject to this Supplementary
Declaration..... 2
Section 1. Existing Property..... 2
Section 2. Common Areas Identified..... 2
Section 3. Restriction on Further Subdivision..... 2

Article III – Protective Covenants..... 2
Section 1. Completion of Structures..... 2
Section 2. Residential Use..... 3
Section 3. Construction Requirements..... 3
Section 4. Building Lines..... 4
Section 5. Driveways..... 4
Section 6. Improvements and Alterations..... 4
Section 7. Maintenance of Lawns and Plantings..... 4
Section 8. Animals..... 5
Section 9. Repair of Buildings..... 5
Section 10. Machinery and Equipment..... 6
Section 11. Clothes Drying Facilities and
Playground Equipment..... 6
Section 12. Signs..... 6
Section 13. Temporary Structures..... 6
Section 14. Vehicles and Equipment..... 6
Section 15. Trash Containers and Collection..... 7
Section 16. Fluid Storage..... 7
Section 17. Landscaping..... 7
Section 18. Utility Service..... 7
Section 19. Antennas..... 7
Section 20. Mailboxes and Newspaper Tubes..... 8
Section 21. Swimming Pools..... 8
Section 22. Roofs..... 8
Section 23. Trim..... 8
Section 24. Outbuildings Located in Easements..... 8
Section 25. Parked Vehicles..... 8
Section 26. Fences..... 8
Section 27. Rules..... 8
Section 28. Exceptions..... 9

Article IV – General Provisions..... 9
Section 1. Duration – Amendments..... 9
Section 2. Enforcement..... 9
Section 3. Severability..... 9

Section 4. Waiver.....	9
Section 5. No Reversion.....	10
Section 6. Violations and Nuisance.....	10
Section 7. Violation of Law.....	10
Section 8. Remedies Cumulative.....	10
Section 9. Descriptive Headings.....	10
Section 10. Oklahoma Law.....	10
Exhibit A – Legal Description of Property Subject to this Supplementary Declaration.....	A-1

SUPPLEMENTARY DECLARATION
SUNSET TRAILS DEVELOPMENT
TO ARDMORE, OKLAHOMA

This Supplementary Declaration made and entered into this the 30th day of NOVEMBER, 2006, by SUNSET TRAILS, INC., an Oklahoma corporation, hereinafter referred to as Declarant.

WITNESSETH:

THAT, WHEREAS, Declarant is the Owner of the Property described on Exhibit “A” attached to this Declaration, and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Sunset Trails Development, recorded on the records of the County Clerk of Carter County, Oklahoma, in Book_____, at Page_____, in said records, hereinafter referred to as a “Master Declaration”, said property was brought into the general scheme of development of such Master Declaration, and

WHEREAS, Declarant desires to impress further specific restrictions, covenants, easements, charges, rights, powers and conditions, which shall run with said lands and be binding upon all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns, and which shall enure to the benefit of each Owner thereof.

NOW, THEREFORE, the Declarant declares that all of the real property described in Exhibit “A”, attached hereto, shall be held, sold and conveyed subject to the following covenants, restrictions, easements, charges, rights, powers and conditions, which shall run with the real property and be binding on all parties having any right, title or interest in said property, or any part thereof, their heirs, successors and assigns.

ARTICLE I

Definitions

Unless the context contained in this document shall otherwise prohibit, certain words used in this Declaration shall have the same definitional meanings as set forth in

the Master Declaration, and such are hereby referred to by reference herein as if set out in full.

ARTICLE II

Property Subject to this Supplementary Declaration

Section 1. Existing Property. The property subject to this Supplementary Declaration is that legally described on Exhibit "A", attached hereto.

Section 2. Common Areas Identified. For purposes of identification, the Common Areas within the boundaries of the above described property shall be identified and designated as common areas in the approved plat of Sunset Trails Development, subject to management and assessment provisions provided for hereafter.

Section 3. Restriction on Further Subdivision. No Lot within Sunset Trails Development shall be further subdivided or separated into smaller Lots or parcels by any Owner. This shall not be construed to prohibit, however, subject to the approval of the Board of Directors, one or more Lots or one Lot with contiguous portions of one or more Lots in the same block being used as a single building plot, provided, however, all assessments shall be levied on the prorate aggregate of platted Lots, and not the number of Living Units, so as to maintain the assessment base contemplated with the filing of the recorded plat and Declaration of Covenants, Conditions and Restrictions of Sunset Trails Homeowners Association. No building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integrated Unit than eight (8) feet. No easement or other such partial interest in a Lot shall be conveyed or transferred by any Owner without the prior written approval of the Association. As an exception to the above, nothing in this paragraph shall prohibit execution and delivery of Deeds of Correction, cross transfers for settlement of boundary disputes.

ARTICLE III

Protective Covenants

Section 1. Completion of Structures. All improvements, structures, ground alterations, landscaping and approved changes shall be completed within eighteen (18)

months subsequent to approval of plans and specifications of the Architectural Review Board (ARB), unless such time shall be extended by the ARB by reason of unusual circumstances.

Section 2. Residential Use. All Lots shall be used, improved, and devoted exclusively to Residential Use and recreational facilities incidental thereto. No gainful occupation, profession, trade, or other nonresidential use shall be conducted on such Lots. No structure whatever, other than one Residence, together with a private garage, and such other structures as are contemplated herein shall be erected, placed, or permitted to remain on any of said Lots.

Section 3. Construction Requirements. Any residence constructed on said Lots in Sunset Trails Development shall have a minimum square footage of twenty-five hundred (2,500) square feet, of which the ground floor area of any two story dwelling shall be at least fourteen hundred (1,400) square feet. As to one story residences, the twenty-five hundred (2,500) square foot minimum may be waived, on a case to case basis by the ARB, to a minimum of twenty two hundred (2,200) square feet. In computing the square footage of a Residence, the square footage shall be computed exclusive of basements, open porches, garages, covered walks and other outbuildings. The material of the exterior of each wall in all the buildings on any Lot in Sunset Trails Development shall be not less than 100% brick or stone, provided however, the ARB may allow the use of other durable materials to satisfy the 100% requirement by granting its approval in advance and in writing. A determination of the ARB as to the permissible other materials on the exterior shall be final and binding on all persons. Brick or Stone of good quality must be used on the entire second story exterior of any Residence. Garages must be attached or built-in, and must be at least two cars wide. No carports shall be authorized. All garages shall face to the side or rear of the resident in such a way as not to open directly to the street, unless the ARB otherwise consents in writing. Every outbuilding erected on any of said Lots shall, unless the ARB otherwise consents in writing, correspond in style and architecture to the Residence to which it is appurtenant. Every Residence erected on any of said Lots shall present a pleasant and compatible elevation to the Common Area and any other Lots from which it may be viewed.

Section 4. Building Lines. No Residence or part thereof or any other building shall be constructed on any Lot nearer to any street than the building line as shown on the recorded Plat, nor nearer than eight feet to any other Lot line. If any garage is designed to face or open towards any side Lot line, the building line applicable to such side Lot line shall be deemed increased to 25 feet. All principal structures must front toward the 35 foot building set back line as shown on the recorded Plat of Sunset Trails Development, to Ardmore, Oklahoma. Any placement of the principal Residence wherein the actual set back is at a distance from the front building line in excess of the platted building line must have prior written approval of the ARB. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

Section 5. Driveways. Private driveways from the street shall be from curb cuts unless roll or lip curbs be in use in public streets, and shall be hard surfaced with concrete, brick, stone inlay or combinations of same. Driveways shall be continuously maintained so as to avoid unsightly deterioration and plant growth through such surface. No driveway shall be constructed or altered without the prior written approval of the ARB, which shall consider the appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Common Area or any other Lot.

Section 6. Improvements and Alterations. No Improvement shall be placed on any Lot within Sunset Trails Development and no alterations, repairs, excavation or other work which in any way alters the exterior appearance of any Lot within Sunset Trails Development or the improvements located therein shall be made or done without the prior written approval of the ARB. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the ARB.

Section 7. Maintenance of Lawns and Plantings. Each Owner of Lots within Sunset Trails Development shall keep all shrubs, trees, grass, ground cover, and plantings of every kind on his Lot, including set back areas, and any other area located between the boundary line of his Lot and the paved streets (provided such areas are not Common Areas) on which such Owner's property abuts, properly cultivated, maintained and free of trash or debris, dead wood, weeds or other unsightly material. The ARB shall be authorized to interpret and enforce the requirement of this subparagraph as it applies to

any particular area, Lot or group of Lots in Sunset Trails Development so as to maintain the natural beauty and overall natural beauty of the entire Sunset Trails Development area. In the event any Owner fails to so maintain his Lot as provided above, Declarant or the Association, or its authorized agents shall have the right at any reasonable time to enter upon the area or Lot and perform such cultivation and maintenance, and the cost thereof shall be assessed to the Owner of such Lot, as hereafter provided.

No Owner shall alter, remove, injure or interfere in any way with such boundary fencing, including boundary fencing located partly or wholly on platted Lots in accordance with rights reserved herein, or any shrubs, trees or plantings placed on any Common Area, by Declarant or the Association, without the prior written consent of the ARB having first been obtained. No Owner shall remove, alter or interfere with trees on his Lot with a diameter of 6-inches or more, measured 3-feet from ground level without the prior written approval of the ARB. The ARB may establish a diameter smaller than 6-inches for the standard requiring prior written approval.

Section 8. Animals. No livestock shall be maintained on any of said Lots. No other animals, birds, fowl, or poultry shall be maintained on any of said Lots, other than a reasonable number of generally recognized house or yard pets, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal, bird, fowl, or poultry shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, exercise or confinement of any animal, bird, fowl, or poultry shall be maintained on any of said Lots so as to be Visible From Neighboring Property without the prior written consent of the ARB. Upon the written request of any Owner, the Board of Directors shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal, bird, fowl or poultry is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

Section 9. Repair of Buildings. No building, structure or other Improvement upon any Lot shall be permitted to fall into disrepair, and each such building, structure, or other Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 10. Machinery and Equipment. No machinery or equipment of any kind shall be operated upon or adjacent to any Lot within Sunset Trails Development, except such machinery or equipment as is customary in connection with the use, maintenance or construction of a Residence, appurtenant structures, or other improvements. No machinery or equipment of any kind shall be parked, placed, maintained, constructed, reconstructed, or repaired upon any of said Lots within Sunset Trails Development in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to machinery and equipment which are actually in temporary use in conjunction with the maintenance or construction of a Residence, appurtenant structures, or other improvements.

Section 11. Clothes Drying Facilities and Playground Equipment. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any Lot unless in such a manner that they shall not be Visible From Neighboring Property. No basketball goals or playground equipment shall be placed in front or side yards, if same shall be visible from contiguous streets or from adjoining property.

Section 12. Signs. No signs whatsoever (including but not limited to, commercial, political and similar signs) shall be erected or maintained on any Lot within Sunset Trails Development, except: (i) such sign as may be required by legal proceedings and (ii) such signs the nature, number and location of which have been approved in advance and in writing by the ARB.

Section 13. Temporary Structures. No trailer, mobile or manufactured home, basement of an incomplete building, tent, garage, and no temporary buildings or temporary structure of any kind shall be used at any time for a temporary or permanent Residence on any Lot within Sunset Trails Development. Temporary buildings or structures used during the construction of a dwelling on any Lot shall be removed immediately after the substantial completion of construction. Temporary buildings for nonresidential purposes are permitted without prior written approval of the ARB, so long as they are not Visible From Neighboring Property.

Section 14. Vehicles and Equipment. Other than passenger cars and half ton or less pickup trucks, no truck, boat, motor home, camper or other vehicle as may be

specified and defined in writing by the ARB, shall be kept, stored or maintained upon any Lot in such location as to be Visible From Neighboring Property.

Section 15. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style and placed in such structure and location which are prescribed by the ARB. In no event shall such containers be maintained as to be Visible From Neighboring Property except to make the same available for collection, and then only the shortest time reasonably necessary to effect such collection.

Section 16. Fluid Storage. No tank for the storage of oil or any fluid may be maintained on any of the Lots without the prior written consent of the ARB.

Section 17. Landscaping. Landscaping as approved by the ARB shall be installed no later than 180 days following occupancy or completion of such principal structure, whichever occurs first.

Section 18. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot within Sunset Trails Homeowners Association, Section One, to Ardmore, Oklahoma, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings, or other structures, or otherwise are not Visible From Neighboring Property. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of improvements approved by the ARB or the installation of overhead lines bringing utility service from outside the Property to a utility pole located within Sunset Trails Development, to Ardmore, Oklahoma, provided, that the utility service must go underground from such pole and that the location of such pole is approved by the ARB.

Section 19. Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot whether attached to a building or structure or otherwise, unless done in such a manner as to not be Visible From Neighboring Property.

Section 20. Mailboxes and Newspaper Tubes. The ARB shall establish the design standards and specifications for mailboxes and newspaper tubes used throughout Sunset Trails Development, to Ardmore, Oklahoma, and all Owners shall utilize such design standards.

Section 21. Swimming Pools. No above ground swimming pools shall be permitted in Sunset Trails Development, to Ardmore, Oklahoma. All pools shall be connected, so as to back wash into the sanitary sewer system of the City of Ardmore, and shall not be back washed or drained onto the surface of the ground.

Section 22. Roofs. Composition roofs of the highest quality are to be used in Sunset Trails Development, to Ardmore, Oklahoma. Roof materials of wood shingles are discouraged and all roofing materials must have the prior written approval of the ARB.

Section 23. Trim. All exterior wood trim must be weatherproofed, stained or painted.

Section 24. Outbuildings Located in Easements. No outbuildings shall be permitted in the easements reserved for utilities.

Section 25. Parked Vehicles. No vehicle of any kind shall be parked in the streets of said addition on a permanent basis and all Lot Owners shall provide sufficient off-street parking for all vehicles.

Section 26. Fences. All fences or screens must have prior written approval of the ARB before installation is undertaken, it being of significant importance that all such fencing and screening be kept as harmonious as possible with the architectural character of the community. Further no fencing shall be allowed in the utility easements at the rear of the lots.

Section 27. Rules. All resolutions of the Board of Directors implementing or modifying any Covenants provided for in this Article III, except Section 3 herein, shall be adopted by the Board in accordance with Policy Resolutions adopted by the Board. These Policy Resolutions may provide for public notice and a public hearing as to such proposed resolution, prior to the vote to adopt or reject such resolution by the Board. Modification of Section 3 of this Article shall be by amendment only of this Declaration as provided hereafter.

Section 28. Exceptions. In accordance with adopted procedures and subject to good cause shown, the Board of Directors may issue temporary permits to except listed prohibitions. In addition, the Developer and Participating Builders shall be deemed exempt from the provisions of this Article V, during the period of development; to the extent such provisions extend to the movement and storage of building materials and equipment, and to signs and sales activities, including operation and maintenance of model Living Units if any.

ARTICLE IV

General Provisions

Section 1. Duration – Amendments. These Covenants, Conditions and Restrictions shall be effective upon the filing of the same of record on the records of the County Clerk of Carter County, Oklahoma, and shall remain in effect until the 1st of December, 2006, after which time such shall be automatically extended for successive periods of twenty (20) years. This Supplementary Declaration may be amended (in addition to the amendments of portions hereof provided in Article III, Section 27 above), by the execution of an instrument amending such provisions, signed by seventy-five (75) percent of all Owners in Sunset Trails Development. Such amendment shall not be deemed effective until recorded on the records of the County Clerk of Carter County, Oklahoma.

Section 2. Enforcement. Any Owner, as well as the Association, shall have the right to enforce any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and rules now or hereafter imposed by the provisions of this Supplementary Declaration.

Section 3. Severability. Every term and provision of this Supplementary Declaration is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other of such terms and provisions.

Section 4. Waiver. The failure of Declarant, the Association or the Owner of any Lot included in the Properties, their respective legal representatives, heirs, successors and assigns, to enforce any Restriction herein contained shall in no event be considered a

waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

Section 5. No Reversion. No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 6. Violations and Nuisance. Every act or omission whereby any provision of this Supplementary Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots within Sunset Trails Development. However, any other provisions to the contrary notwithstanding only the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Supplementary Declaration.

Section 7. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within Sunset Trails Development is hereby declared to be a violation of the Supplementary Declaration and subject to any and all of the enforcement procedures set forth in said Supplementary Declaration.

Section 8. Remedies Cumulative. Each remedy provided by this Supplementary Declaration is cumulative and not exclusive.

Section 9. Descriptive Headings. Captions and headings contained in this Supplementary Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Supplementary Declaration or of any provision hereof.

Section 10. Oklahoma Law. The interpretation and enforcement of this Supplementary Declaration shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal this the 30th day of November, 2006.

SUNSET TRAILS, INC.,
An Oklahoma Corporation

By: _____
President

Attest:

Secretary

STATE OF OKLAHOMA)
COUNTY OF CARTER)

BEFORE ME the undersigned, a Notary Public, in and for said County and State, on this 30th day of November, 2006, personally appeared James A. Chambers III, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission Expires:

LEGAL DESCRIPTION OF
REAL PROPERTY SUBJECT
TO DECLARATION

A tract of land lying within the South Half (S1/2) of the Northwest Quarter (NW/4) of Section 36, Township 4 South, Range 1 East, I.M., Carter County, Oklahoma, more particularly described as follows:

Beginning at the Northeast corner of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$; thence S89 degrees 30 minutes 02 seconds West along the North line thereof, 1135.22 feet to the intersection with the East Right-of-Way line of The AT and SF Railroad; thence Southeasterly along said Right-of-Way line along a curve concave to the east a radius of 2965.57 feet, an arc distance of 917.49 feet and having a chord of 913.84 feet at South 37 degrees 48 minutes 31 seconds East to a point on the South line of the North 66 feet of S $\frac{1}{2}$ of the NW $\frac{1}{4}$; thence North 89 degrees 30 minutes 18 seconds East and parallel with the North line of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$, a distance of 581.28 feet to the East line of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ to a point which is 66 feet South of the Northeast corner thereof; thence North 00 degrees 29 minutes 43 seconds West along the East Line of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$, a distance of 726.89 feet to the point of beginning, Less and Except the following described 4 tracts:

- (1) The North 215.06 feet of the East 626.34 feet of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 36, Township 4 South, Range 1 East, Carter County, Oklahoma.
- (2) The South 140.34 feet of the North 355.4 feet of the East 251 feet of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 36, Township 4 South, Range 1 East, Carter County, Oklahoma.
- (3) The South 158 feet of the North 513.4 feet of the East 251 feet of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 36, Township 4 South, Range 1 East, Carter County, Oklahoma.
- (4) The South 89 feet of the East 245 feet of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the North 66 feet of the East 245 feet of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 36, Township 4 South, Range 1 East, Carter County, Oklahoma.